

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	§	Chapter 11
	§	
HORNBLOWER HOLDINGS LLC, et al	§	Case No. 24-90061 (MI)
	§	
Debtor.	§	(Jointly Administered)

**WEPFER MARINE OF GREENVILLE, LLC’S NOTICE OF
PERFECTION OF LIEN PURSUANT TO 11 U.S.C. § 546(b)**

Wepfer Marine of Greenville, LLC (“Wepfer Marine”) hereby gives notice pursuant to 11 U.S.C. § 546(b) of the perfection of its maritime lien under 46 U.S.C. § 31432. In support of this notice, Wepfer Marine states the following:

1. Wepfer Marine is a secured creditor by virtue of a general maritime lien under 46 U.S.C. § 31342. Wepfer Marine asserts a general maritime lien against the Debtors’ American Queen vessel. The general maritime lien is in the amount of \$163,583.00 representing unpaid amounts due and owing for the provision of necessities in the form of fuel.

2. The provision of fuel is considered “necessaries” under the Maritime Lien Act and Fifth Circuit precedent. The Fifth Circuit defines “necessaries to include most goods or services that are useful to the vessel, keep her out of danger, and enable her to perform her particular function.” *Gulf Marine & Indus. Supplies, Inc. v. Golden Prince M/V*, 230 F.3d 178, 180 (5th Cir. 2000). A maritime lien attaches and is perfected when the underlying debt or claim arises. *Equilease Corp. v. M/V Sampson*, 793 F.2d 598, 602 (5th Cir. 1986.)

3. Wepfer Marine’ lien attaches to and encumbers the M/V American Queen (including the proceeds from the sale of the vessel).

4. Pursuant to 11 U.S.C. §546(b)(2), Wepfer Marine provides notice to the Debtors, Debtors' counsel, and the Office of the United States Trustee of Wepfer Marine's rights as a perfected maritime lienholder.

5. The filing of this notice shall not be construed as an admission that such filing is required under the Bankruptcy Code, maritime law or any other applicable law. The filing of this notice shall not be deemed to be a waiver of Wepfer Marine's right to seek relief from the automatic stay to foreclose its lien or assert any other rights or defenses.

6. Wepfer Marine reserves the right to supplement and/or amend this notice. Wepfer Marine further reserves all rights under applicable law.

Respectfully Submitted,

HENDERSHOT COWART, P.C.

By: /s/ Carolyn Carollo

CAROLYN CAROLLO

SBN: 24083437

ccarollo@hchlawyers.com

SIMON W. HENDERSHOT, III

SBN: 09417200

trey@hchlawyers.com

1800 Bering Drive, Suite 600

Houston, Texas 77057

(713) 783-3110

(713) 783-2809 Fax

**ATTORNEY FOR WEPFER MARINE OF
GREENVILLE, LLC**

CERTIFICATE OF SERVICE

I hereby certify that on March 19, 2024, a true and correct copy of the foregoing Notice of Perfection of Lien Pursuant to 11 U.S.C. § 546(b) was served electronically through the Court's ECF transmission facilities on all parties registered to receive ECF notice in the above-captioned chapter 11 cases.

/s/ Carolyn Carollo
Carolyn Carollo